



# **Request For Applications for Senior Supportive Services**

**(Older Americans Act – Title III B Funds)**

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**RFA HS 08-12**

## TABLE OF CONTENTS

I.	INTRODUCTION .....	1
A.	Purpose	
B.	Minimum Applicant Requirements	
C.	Application Conference	
D.	Correspondence	
E.	Question and Answer Period	
F.	Request for Electronic Version of the RFA	
G.	Application Submission Deadline	
II.	PROCUREMENT TIMELINE .....	3
III.	PROCUREMENT CONDITIONS .....	3
A.	Contingencies	
B.	Modifications	
C.	Application Submission	
D.	Inaccuracies or Misrepresentations	
E.	Incurred Costs	
F.	Application Confidentiality	
G.	Negotiations	
H.	Level of Service	
IV.	PROGRAM REQUIREMENTS.....	5
A.	Definitions	
B.	Reference Documents	
C.	Background	
D.	Program Description	
V.	CONTRACT REQUIREMENTS .....	10
A.	General	
B.	Indemnification and Insurance Requirements	
C.	Right to Monitor and Audit	
VI.	EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS .....	19
A.	Equal Opportunity Program	
B.	Civil Rights Compliance	
VII.	FORMER COUNTY OFFICIAL .....	20
VIII.	IMPROPER CONSIDERATION .....	20
IX.	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS .....	20
X.	CALIFORNIA PUBLIC RECORDS ACT .....	21
XI.	APPLICATION SUBMISSION.....	22
A.	General	
B.	Application Presentation	
C.	Application Requirements	

TABLE OF CONTENTS

XII. APPLICATION EVALUATION AND SELECTION.....23

- A. Evaluation Process
- B. Evaluation Criteria
- C. Contract Award
- D. Protests
- E. Final Authority

ATTACHMENTS:

- A – Senior Supportive Services – Service Definitions
- B – Client Complaint and Grievance Procedures
- C – Application for Project Award for Senior Supportive Services

## **I. INTRODUCTION**

### **A. Purpose**

The County of San Bernardino Department of Aging and Adult Services (DAAS) is seeking applications from interested and qualified organizations and firms to provide Senior Supportive Services pursuant to the Older Americans Act – Title III B. Cost Reimbursement Contracts will be awarded for a one-year period beginning July 1, 2009 through June 30, 2010. The County of San Bernardino (County) may, but is not obligated to, extend awarded Contract(s) for up to two (2) additional one-year periods contingent on the availability of funds and Contractor performance. Anticipated funding for this program for Fiscal Year 2009/10 is approximately \$138,000. The number of awards will be determined by the quality of the applications received.

**Applicants are encouraged to apply for as many of the required services as they are qualified to provide.**

### **B. Minimum Applicant Requirements**

Applicants must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent Contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Demonstrate the ability to secure additional funding sources to supplement the grant funding allocated by the County for implementation of the Senior Supportive Services Program.
5. Meet other presentation and participation requirements listed in this RFA.
6. Be of sound financial status.
7. Be in good standing with the Secretary of State of California.

### **C. Application Conference**

Applicants are encouraged to attend the non-mandatory Application Conference to be held at the following time, date, and location:

**10:00 a.m., Wednesday, February 11, 2009**

Human Services Administration  
150 South Lena Road  
San Bernardino, CA 92415

**Technical assistance will be provided at the conference.**

D. Correspondence

All correspondence, including applications, must be submitted to:

County of San Bernardino  
Human Services  
ATTN: HS Contracts Unit (RFA HS 08-12)  
150 South Lena Road  
San Bernardino, CA 92415-0515

Contact: Christy Hamilton  
Phone: (909) 386-8145  
Fax: (909) 387-2900  
E-mail: [chamilton@hss.sbcounty.gov](mailto:chamilton@hss.sbcounty.gov)

During the procurement timeline, the individual identified above is the sole contact point for any inquiries or information relating to this RFA. Only if authorized by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Applicant. It is the responsibility of the Applicant to ensure that the RFA responses arrive in a timely manner.

E. Question and Answer Period

All questions relating to this RFA must be submitted in writing via e-mail, fax or direct mail to the contact listed in Section I, Paragraph D. Questions should be clear and concise and include references to sections of the RFA when applicable. The deadline to submit questions is **4:00 p.m., Wednesday, February 18, 2009.**

Answers to written questions will be compiled into one document and posted as an Addendum on the following County website approximately one (1) week following the deadline to submit questions:

[www.sbcounty.gov/rfp/rfplist.htm](http://www.sbcounty.gov/rfp/rfplist.htm)

F. Request for Electronic Version of the RFA

An electronic version of the RFA can be requested at any time during the procurement timeline by submitting an e-mail with the subject line of "Request for RFA HS 08-12" to Christy Hamilton at [chamilton@hss.sbcounty.gov](mailto:chamilton@hss.sbcounty.gov).

G. Application Submission Deadline

**All applications must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on Wednesday, March 11, 2009.** Facsimile or electronically transmitted applications will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late submissions will not be considered.

## II. PROCUREMENT TIMELINE

Application Conference	<b>10:00 a.m.</b> <b>Wednesday, February 11, 2009</b>
Deadline for submission of questions (All questions must be submitted in writing.)	<b>4:00 p.m.</b> <b>Wednesday, February 18, 2009</b>
Deadline for submission of applications	<b>4:00 p.m.</b> <b>Wednesday, March 11, 2009</b>
Tentative date for mailing award/denial letters	<b>Monday, May 18, 2009</b>
Tentative deadline for protests	<b>Thursday, May 28, 2009</b>
Tentative date for awarding of Contract(s)	<b>Tuesday, June 9, 2009</b>
Tentative start date for Contract(s)	<b>July 1, 2009</b>
<b>Mandatory</b> Post-Award Conference for <b>all</b> successful Applicants	<b>To be scheduled following Contract award</b>

The above dates are subject to change as deemed necessary by the County.

## III. PROCUREMENT CONDITIONS

### A. Contingencies

Funding for this program is contingent on Title III Funds from the Older Americans Act. This Request For Application (RFA) does not commit the County to award a Contract(s). The County realizes that cost, while not the primary factor, is an important factor in the evaluation and selection process, and will award a Contract(s) based on the application that best meets the needs of the County.

The County reserves the right to accept or reject any or all applications if the County determines it is in the best interest of the County to do so. The County will notify all Applicants, in writing, if the County rejects all applications.

### B. Modifications

The County has the right to issue addenda or amendments to this RFA. The County also reserves the right to terminate this procurement process at any time.

### C. Application Submission

To be considered, all applications must be submitted in the manner set forth in this RFA. **It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.** All applications and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFA process or in the administration of a resulting Contract, the County determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Applicant may be terminated from the RFA process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFA does not commit the County to pay any costs incurred in the preparation of an application in response to this request and Applicant agrees that all costs incurred in developing this application are the Applicant's responsibility.

F. Application Confidentiality

Applicants should be aware that application responses are subject to the California Public Records Act (Government Code Section 6250 et seq. <http://www.leginfo.ca.gov/calaw.html>). If any Applicant's application contains trade secrets or other information, which is proprietary by law, the Applicant must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the application. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Applicant in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Applicant has the option of withdrawing the application or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Applicant as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Applicant of the request. The Applicant will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their application as may result from these negotiations.

H. Level of Service

For any Contract(s) awarded as a result of the RFA, no minimum or maximum number of services can be guaranteed by the County.

#### IV. PROGRAM REQUIREMENTS

##### A. Definitions

1. **ADL** – Activities of daily living
2. **Agency/Applicant/Firm/Organization/Vendor** – Used interchangeably throughout the RFA to denote any company that is interested in providing Senior Supportive Services.
3. **CCR** – California Code of Regulations.
4. **CFR** – Code of Federal Regulations.
5. **Contractor** – Refers to a company whose application results in a Contract to provide Senior Supportive Services.
6. **DAAS** – Refers to the San Bernardino County Department of Aging and Adult Services, which is a County department that provides service to seniors and at risk adults to improve or maintain choice, independence, and quality of life. DAAS works to ensure seniors and adults with disabilities have the right to age in place in the least restrictive environment.
7. **HS** – Refers to San Bernardino County Human Services, which is a system of integrated services, where the programs and resources of eight (8) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
8. **Matching Contributions**
  - Cash** – Costs borne by the Contractor and cash contributions from any and all third parties, i.e., company/private donations, vendor general fund, are considered cash matching funds.
  - In-kind** – Contributions from third parties are considered in-kind matching funds. Examples of in-kind match include volunteered time and use of facilities to hold meetings or conduct project activities.
9. **Older Americans Act (OAA)** – The overall purpose of the OAA is to provide comprehensive, coordinated, community-based systems of service to persons age 60 and older in order to enable them to maintain health, personal dignity, and independence (42 U.S.C.A. §3001 et seq.).
10. **Older Individuals** – An individual who is sixty (60) years of age or older.
11. **OMB** – Office of Management and Budget (Federal).
12. **Program Income** – Revenue generated by the Contractor from Contract-supported activities. Program income is
  - a. Voluntary contributions received from a participant or responsible party as a result of services.
  - b. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Contract.
  - c. Royalties received on patents and copyrights from Contract-supported activities.



d. Proceeds from sale of items fabricated under a Contract agreement.

13. **Request for Application (RFA)** – The document used to solicit a solution or solutions from potential Contractors to a specific problem or need. Although price is important, originality and effectiveness of the application, and the background and experience of the Applicant, are evaluated in addition to the proposed price.
14. **Title III B (Supportive Services)** – A variety of services, including, but not limited to, personal care, homemaker, chore, adult day care/adult day health, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, long-term care, and ombudsman.
15. **USC** – United States Code.
16. **W & I Code** – California Welfare and Institutions Code.

B. Reference Documents

Human Services has copies of the following materials available for review:

1. San Bernardino County Policy (11-10) – Recycled Products
2. Title III Programs (Older Americans Act of 1965 (42 U.S.C. §§3001-3058); Code of Federal Regulations (45 CFR XIII, 1321); Title 22, California Code of Regulations (Sections 7000 et seq.)
3. California Welfare and Institutions Code (Mello-Granlund Older Californians Act: W & I Code §§ 9000 et seq.; Confidential Information Provisions: W & I Code §10850; Mandatory & Non-mandatory Reports Elder Abuse: W & I Code §15630)
4. Administrative Guidelines and Cost Principles from the Office of Management and Budget (Federal) (OMB Circulars A-102 and A-133, 2 CFR 215, 225, and 230)
5. California Department of Aging Title III Manual
6. DAAS Contractors' Manual
7. County of San Bernardino Four-Year Area Plan (includes Census Data and Needs Assessment Information) <http://hss.sbcounty.gov/daas/area/default.htm>

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services Contracts Unit office.

C. Background

The County of San Bernardino, California, is the largest geographical county in the continental United States, encompassing over 20,000 square miles. It borders Los Angeles, Riverside, Orange, Inyo, and Kern Counties and the States of Arizona and Nevada. Because of its enormous size, diversity of population, and geography, the County presents some special problems when planning for services. More than 1.9 million citizens reside in urban, suburban, and rural communities within the County's valley, mountain, and desert regions.

DAAS, under the umbrella of HS, offers a wide variety of programs designed to help seniors, disabled, and at-risk adults. DAAS works to ensure seniors and adults with

disabilities have the right to age in the least restrictive environment. Services and programs include In-Home Supportive Services, Senior Information and Assistance, Multi-Purpose Senior Services Program, Linkages, Senior Employment, Nutrition Program, Family Caregiver Support Program, Long-Term Care Ombudsman Program, and Adult Protective Services.

In response to the growing number of older people and their diverse needs, the Older Americans Act (OAA) of 1965, as amended, calls for a range of programs offering services and opportunities for older Americans. As the designated Area Agency on Aging, DAAS has received funding for the last 28 years from the OAA Title III B to provide these programs and opportunities, which are referred to as "Senior Supportive Services." A portion of the Title III B funding is passed on to local care providers through a competitive bid process.

D. Program Description

1. Program Objective

Title III B funding of the OAA provides for the delivery of Senior Supportive Services which make possible a comprehensive and coordinated service system to persons age sixty (60) or older to enable them to maintain maximum personal dignity within the community, maintain home environments, and avoid institutional care.

2. Program Requirements

- a. Those interested in receiving Title III B funding must be able to demonstrate in their application the ability to meet the following criteria:
  - 1) Have the ability and be willing to provide supportive services to seniors age sixty (60) and above to assist them in securing and maintaining maximum independence and dignity in a home environment;
  - 2) Assist in the removal of individual and social barriers to economic and personal independence for older individuals;
  - 3) Provide a continuum of care for vulnerable older individuals; and
  - 4) Secure the opportunity for older individuals to receive managed in-home and community-based long-term care services.
- b. Perform outreach efforts to identify individuals eligible for assistance under Federal law. Services should be targeted to older individuals with the following characteristics:
  - 1) Reside in rural areas;
  - 2) Have greatest social and economic need, with particular attention to low-income minority individuals;
  - 3) Have physical or mental disabilities; and
  - 4) Have limited English-speaking ability.
- c. Determine the number, location, and needs of older individuals with the characteristics identified herein.

- d. Develop methods specific to the local community to serve the targeted group.
- e. Explain the proposed program and service delivery method.
- f. Provide adequate facilities and resources to deliver proposed services.
- g. Have the ability to complete and submit all program and expenditure reporting documents in a timely manner and at intervals determined by DAAS.
- h. Provide services pursuant to Title 22 CCR, Sections 7352 through 7364.
- i. Cooperate with DAAS in the monitoring, assessment, and evaluation processes, which includes making administrative, program, and fiscal staff available.
- j. Maintain adequate staff to provide services applied for in this application. This staff shall be available to DAAS for mandatory training sessions and meetings on an as needed basis.
- k. Maintain all records and books pertaining to the delivery of contracted services. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must comply with the appropriate Office of Management and Budget (OMB) Circulars.

3. Service Specifications

The following are the types of Senior Supportive Services that are being solicited under this procurement:

<u>CATEGORY</u>	<u>SERVICE</u>
01	Personal Care
02	Homemaker
03	Chore
05	Adult Day Care/Health
09	Assisted Transportation
10	Transportation
14	Outreach
15C	Medical Alert
15F	Community Services – Sr. Center Management
15I	Friendly Visits
15K1	Home Modification

Each service has a specific definition and, in some instances, subcategories, that are measured in hours, products, or activities. Services are defined in Attachment A, Senior Supportive Services Service Definitions. **Applicants are encouraged to apply for as many services as they are qualified to provide.**

4. Client Eligibility

Services must be made available to all persons age 60 and over with priority given to those with the greatest social and economic need. Title III B is not a means tested program, and there are no income criteria for a participant to be eligible for services.

5. Donations

- a. OAA funded programs are to be provided at no charge to seniors. However, Contractors shall encourage seniors to donate by notifying them verbally that donations are accepted and are important to maintaining the service(s) provided. Signs should be posted where appropriate stating that donations are accepted. The Contractor shall not in any way employ tactics which could be viewed as coercion, embarrassing, and/or obligatory to the service being provided.
- b. All contributions shall be used to increase the amount of service being provided in the program(s) funded by DAAS.

6. Service Locations

- a. The following table designates the service areas included in this RFA.

Colorado River	Needles, Havasu, Big River and surrounding areas
North Desert	Barstow, Newberry Springs, Trona, Baker and surrounding areas
Morongo Basin	Joshua Tree, Landers, Morongo Valley, Wonder Valley, Yucca Valley, Twenty-Nine Palms and surrounding areas
Victor Valley	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville and surrounding areas
Mountains	Crestline, Running Springs, Lake Arrowhead, Big Bear, Twin Peaks and surrounding areas
East Valley	Rialto, Bloomington, Fontana, Colton, Redlands, Yucaipa, San Bernardino City, Loma Linda, Lytle Creek, Highland and surrounding areas
West Valley	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland and surrounding areas

Applicants may apply to serve one or more portions in one or more service areas, any combination of areas, or all areas.

7. Scope of Work

- a. Based upon vendor's application, DAAS will develop a "Scope of Work," which will define the type of service to be provided, the area(s) to be served, the number of clients to be served (including number of low income and minorities to be targeted), and the number of service units to be performed during the contract period.
- b. Contractors will be monitored for meeting the performance levels that have been established in the Scope of Work. Should performance levels become deficient to the established standards within the Scope of Work, DAAS will work with the Contractor in determining ways to bring performance to accepted levels.

- c. Cost reimbursement may be renegotiated when service units fall 5% or more below projected figure in Contract.
- d. Continued non-satisfactory performance could result in suspension of revenues awarded under the Contract.

E. Matching Contributions

Contractors must provide at least 11.11% of the total contract award in matching funds whether in cash match or in-kind match.

## V. CONTRACT REQUIREMENTS

A. General

Contract(s) resulting from this procurement may include the terms contained below. If the Applicant has any objections to these terms, these objections must be addressed in the application or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

2. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

3. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

4. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract, and approved by the required persons and organizations.

5. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law,

including the CDSS Manual of Policies and Procedures Chapter 23, Section 23-602 (Code of Conduct). In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

6. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the Client Complaint and Grievance Procedures (Attachment B), and ensure that any complaints by clients are referred to the County in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to this program. The procedure must be in writing and posted in clear view of all recipients.

7. Confidentiality

Contractor shall have in place operational policies, procedures, and practices to protect public, confidential, sensitive and/or personal information. Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract. Contractor employees, subcontractors, and volunteers who handle personal, sensitive or confidential information shall complete the required Security Awareness Training module located at [www.aging.ca.gov](http://www.aging.ca.gov).

8. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

9. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3 [<http://www.leginfo.ca.gov/calaw.html>]. This includes licensed personnel who are not

able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

10. Adult Abuse Reporting Law

Contractor must comply with all applicable provisions of Welfare and Institutions Code, Sections 15630 and 15658(a)(1) [<http://www.leginfo.ca.gov/calaw.html>]. Reports of suspected incidents of abuse of an elder or dependent adult must be documented on a State-approved form (i.e. SOC 341) [[http://www.dss.cahwnet.gov/cdssweb/On-lineFor\\_298.htm](http://www.dss.cahwnet.gov/cdssweb/On-lineFor_298.htm)].

11. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) [<http://www.dol.gov/esa/regs/statutes/ofccp/ada.htm>].

12. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

13. Environmental Regulations

EPA Regulations – If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act (42 USC 7606) [<http://www4.law.cornell.edu/uscode/html/uscode42/>]
- b. Section 508 of the Clean Water Act (33 USC 1368) [<http://www4.law.cornell.edu/uscode/html/uscode33>]
- c. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.) [<http://uscode.house.gov/search/criteria.shtml> ]
- d. Environmental Protection Agency Regulations (40 CFR, Part 32 and Executive Order 11738) [<http://www4.law.cornell.edu/cfr>]

State Energy Conservation Clause – Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations) [ <http://www.oal.ca.gov/> ].

14. Debarment, Suspension, And Other Responsibility Matters

As required by Executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76 [<http://www4.law.cornell.edu/cfr>]:

- a. The Contractor certifies that it and any potential subcontractors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 CFR Part 76, Section 76.200) by any Federal department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
    - 4) Have not within a three-year period proceeding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
  - b. Where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the application.
15. Invoice

Contractor will submit a completed program invoice with required supporting documentation and match amounts once a month to DAAS by the 5<sup>th</sup> County business day of each month following the month of service.
16. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars [<http://www.whitehouse.gov/omb/circulars/>], which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.



17. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one (1) working day, in writing and by telephone to the County.

18. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

19. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

20. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

21. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

22. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Contractors to use recycled paper for applications and for any printed or photocopied material created as a result of a Contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

23. Electronic Fund Transfer

The County prefers utilizing direct deposit for vendor payments. Direct deposits allow the County to, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic fund transfer (EFT). Details and forms regarding EFT payments will be provided upon contract award.

24. Fraud and Abuse

Contractor will report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractors, and maintain any records, documents or other evidence of fraud and abuse until notified by the County.

25. Use of Federal Funds

If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall certify to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal Contract, grant, loan, or cooperative agreement.

B. Indemnification and Insurance Requirements

1. Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
2. Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
3. Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and subcontractors. All

general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
5. Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
6. Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
7. Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
8. Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
9. Failure to Procure Coverage – In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.
10. Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the

Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a. Workers' Compensation/Employers Liability – A program of Workers' Compensation Insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance.

- b. Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- 1) Premises operations and mobile equipment.
- 2) Products and completed operations.

- 3) Broad form property damage (including completed operations).
  - 4) Explosion, collapse and underground hazards.
  - 5) Personal injury
  - 6) Contractual liability.
  - 7) \$2,000,000 general aggregate limit.
- c. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one (1) or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d. Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives for a period of three (3) years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to

County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

## VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250 [<http://www.dol.gov/esa/regs/compliance/ofccp/fs11246.htm>], Title VII of the Civil Rights Act of 1964 [<http://www.eeoc.gov/policy/vii.html>] (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000) [<http://www.leginfo.ca.gov/calaw.html>], the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HS Contracts Unit.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HS Contracts Unit within thirty (30) days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS Contracts Unit will

supply a sample of the Plan format. The Contractor will be monitored by HS Contracts Unit staff for compliance with provisions of its Civil Rights Plan.

## **VII. FORMER COUNTY OFFICIAL**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent organization/firm. The information provided must include a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the organization/firm. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the organization/firm. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit.

Failure to provide this information may result in the response to the request for application being deemed non-responsive.

## **VIII. IMPROPER CONSIDERATION**

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFA.

The County, by written notice, may immediately reject any application or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the application and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Applicant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

## **IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County reserves the right to request the information described herein from the Vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Vendor may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten (10) years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten (10) years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten (10) years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **X. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the application or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. [<http://www.leginfo.ca.gov/calaw.html>] and the following. Applications may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### **NOTICE**

The data on pages\_\_\_\_\_ of this application response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under Federal, State, and local law.

The proprietary or confidential data shall be readily separable from the application in order to facilitate eventual public inspection of the non-confidential portion of the application.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under Federal, State and local law. This statement will be used by the County in making its



determination as to whether or not disclosure is proper under Federal, State and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **XI. APPLICATION SUBMISSION**

### **A. General**

1. All interested and qualified Applicants are invited to submit an application for consideration. Submission of an application indicates that the Applicant has read and understands this entire RFA, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFA have been satisfied.

**This RFA contains several types of services for the Senior Supportive Services Program. See Attachment A for Service Definitions. Applicants may apply for one or more types of services on one application. Applicants are encouraged to apply for as many services as they are qualified to provide.**

2. Applications must be submitted in the format described in this Section. Applications are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFA. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFA instructions, responsiveness to the RFA requirements, and on completeness and clarity of content.
3. Applications must be complete in all respects as required in this Section. An application may not be considered if it is conditional or incomplete.
4. Applications must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph G – Application Submission Deadline.
5. All applications and materials submitted become the property of the County.

### **B. Application Presentation**

1. An original, which may be bound, and five (5) unbound copies of the written application are required. The original copy must be clearly marked “Master Copy”. If one copy of the application is not clearly marked “Master Copy”, the application may be rejected. However, the County may at its sole option select, immediately after application opening, one (1) copy to be used as the Master Copy. If discrepancies are found between two (2) or more copies of the application, the application may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Applicant’s name and “**CONFIDENTIAL – Senior Supportive Services HS RFA 08-12**”.

3. All applications must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impractical, with no less than 1/2" top, bottom, left and right margins. Applications must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Application Requirements

Responses to this RFA must be in the form of an application package using **Attachment D, Application for Project Award for Senior Supportive Services**, and must include the following:

1. Completed Application for Senior Supportive Services (Older Americans Act Title III B Funds), signed by a duly authorized officer, employee, or agent of the organization, and:
  - a. Program Description
  - b. Budgetary Information
  - c. List of Assurances
2. Financial Statements

Audited Financial Statements – Submit three (3) annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this application.

Although it is in the best interest of the Applicant to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFA.

Submit an agreement to the right of the County, State and Federal governments to audit the prospective Contractor's financial and other records.

## XII. APPLICATION EVALUATION AND SELECTION

A. Evaluation Process

All applications will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review – All applications will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The application must be complete, in the required format, and be in compliance with all the requirements of this RFA.
  - b. Prospective Contractors must meet the requirements as stated in the Minimum Applicant Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the application.

2. Evaluation – Applications meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Cost
  - b. Program Description
  - c. Relevant Experience
  - d. Administrative Capabilities
  - e. Availability
  - f. Multi-Service Capability

While cost is a major consideration in the evaluation process, selection will be based on the determination of which application will best meet the needs of the County and the requirements of this RFA.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of applications received.

The contents of the application of the successful Applicant will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Applicants may protest the recommended award, provided the protest is in writing, contains the RFA number, is delivered to the address listed in Section I, Paragraph D of this RFA, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFA or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq. [<http://www.leginfo.ca.gov/calaw.html>]; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator for the Human Services, or his/her designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Applicant within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award a Contract(s) rests solely with the County of San Bernardino Board of Supervisors.

Senior Supportive Services  
**Service Definitions**

Service		Description	Unit of Service
No.	Type		
01	Personal Care	Provide assistance to persons with one or more of the following ADLs: eating, dressing, bathing, toileting, and transferring in/out of bed. May also include assistance with self-administration of medications and preparing special diets.	1 hour
02	Homemaker	Provide assistance to persons having difficulty with one or more of the following instrumental ADLs: preparing meals, shopping for personal items, managing money, using the telephone, or doing light housework.	1 hour
03	Chore	Provide assistance to persons having difficulty with one or more of the following instrumental ADLs: heavy housework, yard work, or sidewalk maintenance.	1 hour
05	Adult Day Care/Health	Provide personal care for dependent adults in a supervised, protective congregate setting during some portion of a twenty-four hour day. Services offered typically include social and recreational activities, training, counseling, meals for adult day care services such as rehabilitation, medications assistance, and home health aide services for adult day health.	1 hour
09	Assisted Transportation	Provide assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	1 one-way-trip
10	Transportation	Provide a means of transportation for a person who requires help in going from one location to another, using a vehicle. Does not include any other activity.	1 one-way-trip
14	Outreach	Interventions initiated by an agency or organization for the purpose of identifying potential clients and their use of existing services and benefits.	1 contact
15C	Medical Alert	Services consist of installation of a medical alert device in the home of a frail elderly person. It may also include the distribution of a bracelet, pendent, etc. to a frail elderly person for use in identifying special medical conditions or medication allergies.	1 client
15F	Community Svs – Sr. Center Mgmt.	Scheduled activities at senior centers or other locations where seniors may gather; activities may include arts and crafts classes, cooking classes, special lectures, etc.	1 hour
15I	Friendly Visits	Services consist of visits to individuals' homes, or a congregate group home for the purpose of providing reassurance and comfort.	1 client visit
15K1	Home Modification	Services consist of repairs that improve or maintain a client's home in order to meet safety, health, and code standards.	1 hour

**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES**  
**Older Americans Act Programs**

**(Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by Contractor. The reverse side of this form may be used to file a complaint or grievance with the Contractor/service provider.)**

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the Contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the **Deputy Director of Administration** at the following address:

Department of Aging and Adult Services  
686 East Mill Street  
San Bernardino, CA 92415-0640  
ATTN: **Deputy Director**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services Group, Contract Administrator  
150 S. Lena Road  
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken.

Please note: Each of these steps must be completed in the sequence shown.

**If you believe that your civil rights have been violated, please contact:**

**Deputy Director, Administration**  
Department of Aging and Adult Services  
686 East Mill Street  
San Bernardino, CA 92415-0640

**GRIEVANCE PROCEDURE CERTIFICATION**

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date

## GRIEVANCE NOTICE

ATTACHMENT B

<b>Your Name:</b>
<b>Date of Occurrence:</b>
<b>Approximate Time of Occurrence:</b>
<b>Name of Service Provider:</b>
<b>Address of Service Provider:</b>
<b>Nature of Grievance:</b>
<b>Resolution:</b>

Resolved by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Service Recipient

\_\_\_\_\_  
Date



# **Application for Project Award for Senior Supportive Services**

(Older American Act – Title III B Funds)

**Due: 4:00 p.m., March 11, 2009**

**Linda Haugan  
Assistant County Administrator  
Human Services System  
County of San Bernardino**

**Colleen Krygier  
Director  
Department of Aging & Adult Services**

**Administrative Support Division – Contracts Unit  
150 South Lena Road  
San Bernardino, CA 92415-0515  
(909) 388-0241**

**RFA HS 08-12**



# Table of Contents

	<u>Page</u>
Application Checklist.....	1
Application .....	2
Program Description .....	5
Budgetary Information.....	11
Instructions for Completing Budget Summary.....	12
Budget Summary .....	13
Budget Narrative .....	14
Budget In-Kind Narrative.....	15
Schedule of Personnel.....	16
Schedule of Equipment.....	17
List of Assurances.....	18
Exceptions to Assurances.....	21

# APPLICATION CHECKLIST

## Senior Supportive Services (Older Americans Act Title III B Funds)

Applications submitted in response to RFA HS 08-12 for Senior Supportive Services must be delivered to the following address no later than **4:00 p.m., Wednesday, March 11, 2009.**

County of San Bernardino  
Human Services  
Attn: Contract Administration RFA HS 08-12  
150 South Lena Road  
San Bernardino, CA 92415-0515

Each application must include the items listed below. Details are provided in RFA HS 08-12, Section XI, Paragraph C, Application Format, and Attachment C, Application.

**Application Checklist:** Each application package must include the following:

1. ☐ Completed Application, including:
  - ☐ Program Description
  - ☐ Budgetary Information
  - ☐ List of Assurances
2. ☐ Financial Statements (Three (3) Years)
3. ☐ One original and five (5) copies of the complete Application Package

**APPLICATION**  
**Senior Supportive Services**  
**(Older Americans Act Title III B Funds)**

**INSTRUCTIONS:** Please answer all questions and submit all requested documents.  
Failure to do so may result in the application being rejected.

1. Agency Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_ FAX: (    ) \_\_\_\_\_
2. Agency SSN# or FID#: \_\_\_\_\_
3. Authorized Signature: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_  
E-mail address: \_\_\_\_\_
4. Agency Contact Person:  
Title: \_\_\_\_\_  
Telephone: (    ) \_\_\_\_\_  
E-mail address: \_\_\_\_\_
5. Type of Organization: ☐ Government/Public Agency  
☐ Private Not-for-Profit  
☐ Private For-Profit  
☐ Other: \_\_\_\_\_
6. Type of Legal Entity: ☐ Corporation  
☐ Sole Proprietorship  
☐ Partnership  
☐ Other: \_\_\_\_\_
7. Is the Agency in good standing with the Secretary of State of California?  
Yes ☐ No ☐

## ATTACHMENT C

8. Does the Applicant agree to provide the services as described in the application for a one-year period beginning no later than July 1, 2009, with an option to renew the Contract for two additional one-year periods, if awarded a Contract?
- Yes ☐ No ☐
9. Have all aspects of the application, including cost, been determined independently, without consultation with any other prospective Applicant or competitor for the purpose of restricting competition?
- Yes ☐ No ☐
10. Are all declarations in the application and attachments true?
- Yes ☐ No ☐
11. Does the Applicant understand and agree that all aspects of the RFA and the application submitted shall be binding if awarded a Contract?
- Yes ☐ No ☐
12. Does the Applicant agree to provide the County with any other information that the County determines is necessary for an accurate determination of the Applicant's ability to perform services as proposed?
- Yes ☐ No ☐
13. Does the Applicant agree to comply with all applicable local, State, and Federal rules, laws, and regulations, if awarded a Contract?
- Yes ☐ No ☐
14. Does the Applicant employ any former County of San Bernardino Administrative Officials and/or do any former County of San Bernardino Administrative Officials represent the Agency (See RFA, Section VII)?
- Yes ☐ No ☐
- If **yes**, list names and positions:
15. Does the Applicant have an organization that is adequately staffed and trained to perform the required services?
- Yes ☐ No ☐
- If no, does the Applicant have the capability for recruiting sufficient staff?
- Yes ☐ No ☐
16. Does the Applicant agree to obtain insurance in the amounts and coverages listed in Section V, Paragraph B, Indemnification and Insurance Requirements, if awarded a Contract, and submit proof prior to performing services?
- Yes ☐ No ☐

## ATTACHMENT C

17. Does the Applicant understand and accept the Client Complaint and Grievance Procedures for Older Americans Act Programs, as defined in Section V, Paragraph A, Item 6 and Attachment B?

Yes ☐ No ☐

18. Does the Applicant certify that all statements in Section V, Paragraph A, Item 14, Debarment, Suspension, and Other Responsibility Matters are true?

Yes ☐ No ☐

If no, please explain.

19. Does the Applicant use subcontractors?

Yes ☐ No ☐

If **yes**, list subcontractor information, including name of each company, and type of work to be performed. (Note: Any subcontractor shall be subject to the terms and conditions of any resulting Contract, as defined in Section V, Paragraph A, Item 3.) **All subContracts must be approved by DAAS before service is Contracted.**

20. The application package must include the following documents:

- Program Description\*
- Budgetary Information\*
- List of Assurances
- Financial Statements for Three (3) Years (Section XI, Paragraph C, Item 2)

**\*Program questions, Budget questions and budget forms, List of Assurances and Exceptions to Assurances follow this page.**

I certify that the information contained in this application package is true to the best of my knowledge.

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PROGRAM DESCRIPTION

22. The following table lists all of the required Senior Supportive Services (Refer to RFA, Senior Supportive – Services Service Definitions, Attachment A). Please check each service being offered and enter the Rate Per Unit (unit is predetermined as listed), and specify the number of clients to be served with the funding received. Enter the office hours and hours service is availability.

Check Service(s) Offered	Category	Service	Unit of Service	Rate Per Unit	# of Clients to be served	Availability							
							Mon	Tue	Wed	Thu	Fri	Sat	Sun
	01	Personal Care	1 hour			Office Hours							
						Service Availability							
	02	Homemaker	1 hour			Office Hours							
						Service Availability							
	03	Chore	1 hour			Office Hours							
						Service Availability							
	05	Adult Day Care/Health	1 hour			Office Hours							
						Service Availability							
	09	Assisted Transportation	1 one-way trip			Office Hours							
						Service Availability							
	10	Transportation	1 one-way trip			Office Hours							
						Service Availability							
	14	Outreach	1 contact			Office Hours							
						Service Availability							

# ATTACHMENT C

Check Service(s) Offered	Category	Service	Unit of Service	Rate Per Unit	# of Clients to be served	Availability							
							Mon	Tue	Wed	Thu	Fri	Sat	Sun
	15C	Medical Alert	1 client			Office Hours							
						Service Availability							
						Service Availability							
	15F	Community Svs – Senior Center Management	1 hour			Office Hours							
						Service Availability							
	15I	Friendly Visits	1 client visit			Office Hours							
						Service Availability							
	15K1	Home Modification	1 hour			Office Hours							
						Service Availability							
						Service Availability							

23. Total funds requested: \$ \_\_\_\_\_

Amount funded is contingent upon quality of application, availability of funding, and program needs.

24. If applicant was in business anytime during the last two (2) years, enter the number of clients served:

2007 # clients: \_\_\_\_\_

2008 # clients: \_\_\_\_\_

25. Check the area(s) to be served:

Check Area(s) Served	Service Areas	Service Area Details
	<b>Colorado River</b>	Needles, Havasu, Big River and surrounding areas
	<b>North Desert</b>	Barstow, Newberry Springs, Trona, Baker and surrounding areas
	<b>Morongo Basin</b>	Joshua Tree, Landers, Morongo Valley, Wonder Valley, Yucca Valley, Twenty-Nine Palms and surrounding areas
	<b>Victor Valley</b>	Adelanto, Apple Valley, Hesperia, Lucerne Valley, Victorville and surrounding areas
	<b>Mountains</b>	Crestline, Running Springs, Lake Arrowhead, Big Bear, Twin Peaks and surrounding areas
	<b>East Valley</b>	Rialto, Bloomington, Fontana, Colton, Redlands, Yucaipa, San Bernardino City, Loma Linda, Lytle Creek, Highland and surrounding areas
	<b>West Valley</b>	Chino, Chino Hills, Montclair, Ontario, Rancho Cucamonga, Upland and surrounding areas

26. List any exceptions to the areas checked above:

Examples:

Colorado River: All except Needles

North Desert: Barstow only

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27. List additional funding sources for program operations for the last two (2) years, such as fundraisers, grants, donations.

2007: \_\_\_\_\_

2008: \_\_\_\_\_

\_\_\_\_\_



28. Agency Background and Personnel – (double spaced, two (2) page maximum)
- Describe the agency's history (background, experience and qualifications) as it relates to the program for which OAA Title IIIB funds are sought.
  - Describe organizational structure and staffing to include the use of volunteer positions.

29. Provide a Summary of the Need for the Program (double spaced, two (2) page maximum)
- Describe knowledge of the need of the service that applicant intends to provide
  - Identify any unmet needs observed by the applicant
  - Give examples of how applicant can fulfill unmet needs
  - Discuss ability to identify and serve the targeted population as described in this RFA.

30. Proposed Program (double spaced, two (2) page maximum)

Describe the proposed method of service delivery to include:

- How services will be provided
- Evidence of adequate facilities and resources for the execution of the proposed program
- Who will provide the services and necessary qualifications (include information on use of subcontractors, if applicable)
- Where the services will be delivered
- How the program will reach out to the targeted population
- Use of volunteers
- How program performance will be monitored internally
- How customer satisfaction will be measured
- Use of community resources and interagency ties

**BUDGETARY INFORMATION**

## 31. Budgetary Information – (double spaced, two (2) page maximum)

Describe budgetary planning, fiscal systems, and accounting policies and procedures.

Complete the following budgetary forms. Instructions and forms follow this page.

- Prepare and Submit a Budget Summary DAAS Form 312.
- Budget Summary Narrative: Provide justification, rates, comments, descriptions, etc., for line items on the Budget Narrative-DAAS 320.
- Budget In-Kind Narrative: Provide justification, rates, comments, descriptions, etc., for in-kind line items on the Budget In-kind Narrative-DAAS 322. Program requires 11.11% match.
- Schedule of Personnel: Itemize personnel costs on the Budget Summary – Schedule of Personnel Form-DAAS 315.
- Schedule of Equipment: Itemize equipment costs on the Budget Summary – Schedule of Equipment Form-DAAS 316.

## ***Instructions for Completing Budget Summary***

<b>Line Item</b>	<b>Description of Allowable Costs</b>
1. Personnel	Should be computed for all staff paid out of requested funds. Use Budget Narrative (DAAS 320) to itemize by position, cost and provide a brief (one to two lines) position description. Also included in this category are payroll taxes which should be computed for FICA (Federal Insurance Contributions Act) for employers match, FUTA (Federal Unemployment Tax Act) and Fringe Benefits compute for health, worker compensation, SDI, etc.
2. Staff Travel	Should be computed at your agreed upon travel rate and is for normal day-to-day travel.
3. Staff Training	Should include travel per diem for special training sessions or nation conferences, etc.
4. Equipment	Includes expendable equipment purchased for under \$300 and equipment purchased for over \$300. Use DAAS 316 to itemize.
5. Consultants	Purchased services such as a Nutritionist, Purchasing Agent, etc.
6. Other Costs	Includes all of the following:
Accounting/Audits	Accounting and outside audit services.
Advertising	Includes costs for placing advertisements in newspapers.
Equipment Rental	Equipment rented on a monthly basis or leased by the year.
Insurance	Includes insurance such a vehicle and bonding, etc.
Legal Services	Attorney fees, court fees, etc.
Memberships and Subscription	Should directly relate to the program.
Other Supplies	Includes office supplies and postage.
Printing	Includes the print costs of pamphlets, brochures, etc.
Repairs & Maintenance Space	Applies to maintenance on a facility.
Repairs & Maintenance Other	Applies to maintenance on equipment.
Rent/Building Space	Rental/lease fees.
Taxes & Licenses	Includes licenses for food handlers, business, vehicles, etc.
Telephone	Monthly telephone charge.
Utilities	Light, gas, water, and trash.
Vehicle Operations	Leasing and maintenance costs for gas, oil, repairs, tires, etc.
Volunteer Expenses	Agreed upon per diem and travel reimbursement rates for volunteers.

On the lines at the bottom of the form, be sure to include name and phone number of the preparer. Direct any questions regarding allowable costs to RFA contact person.

**BUDGET SUMMARY  
REQUEST FOR APPLICATIONS  
SENIOR SUPPORTIVE SERVICES (III B)**

EXPENDITURE CATEGORY	Funding Less Match	Match		TOTAL
		Cash	In-Kind	
1. PERSONNEL (Attach Schedule of Personnel)				
2. STAFF TRAVEL				
3. STAFF TRAINING				
4. EQUIPMENT				
5. CONSULTANTS				
6. OTHER COSTS				
<b>Total Expenditure</b>				
<b>LESS MATCH:</b>				
Match Cash				
Match In-Kind				
<b>LESS FUNDING:</b>				
Non Match USDA				
Non Match Cash				
Non Match In-Kind				
Program Income				
Deferred Income				
<b>TOTAL FUNDING REQUEST</b>				

Date of  
Submission: \_\_\_\_\_  
Prepared By: \_\_\_\_\_

Phone No: \_\_\_\_\_

INITIAL BUDGET ☐  
REVISED BUDGET ☐

## Budget Narrative

Provide justification, rates, comments, descriptions, etc. for line items on the Budget Summary Form-DAAS 312.

Line-Item	Cost/Rate	Description/Justification

Date Submitted: \_\_\_\_\_

Provider Name \_\_\_\_\_

San Bernardino County-DAAS 320  
Revised 03/06/2001

## Budget In-Kind Narrative

Provide justification, rates, comments, descriptions, etc. for line items on the Budget Summary Form-DAAS 312.

Line-Item	Cost/Rate	Description/Justification

Date Submitted: \_\_\_\_\_

Provider Name \_\_\_\_\_

San Bernardino County-DAAS 322  
Revised 03/06/2001



Provider Name:



30. Does the Applicant agree to the Assurances listed below?

Yes ☐ No ☐

If no, provide explanation on Page 21.

### **List of Assurances**

NOTE: All references given are for the Older Americans Act of 1965, as amended.

#### **The Applicant assures that it shall:**

1. Set specific goals for providing services to older individuals with the greatest economic or social needs, including specific objectives for providing services to low-income minority individuals. (306 {a}{5}{A}{i})
2. Include in each agreement made with a subcontractor a requirement that such service will-- (I) specify how the provider intends to satisfy the service needs of low-income minority individuals in the area served by the provider; (II) to the maximum extent feasible, provide services to low-income minority individuals in accordance with their need for such services; and (III) meet specific objectives established by the area agency on aging, for providing services to low-income minority individuals within the planning and services areas. (306 {a}{5}{A}{ii})
3. Use outreach efforts that will – (i) identify individuals eligible for assistance under this Act, with special emphasis on (I) individuals residing in rural areas; (II) older individuals with greatest economic need (with particular attention to low-income minority individuals); (III) older individuals with greatest social need (with particular attention to low-income minority individuals); (IV) older individuals with severe disabilities; (V) older individuals with limited English-speaking ability; and (VI) older individuals with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and caretakers of such individuals); and (ii) inform the older individuals referred to in subclauses (I) through (IV) of clause (i), and the caretakers of such individuals, of the availability of such assistance. (306 {a}{5}{B})
4. Assure that it will – (A) maintain the integrity and public purpose of services provided, and service providers, under this title in all Contractual and commercial relationships; (B) disclose to the Commissioner and the State agency – (i) the identity of each non governmental entity with which such agency has Contract or commercial relationship relating to providing any service to older individuals; and (ii) the nature of such Contract or such relationship; (C) demonstrate that a loss or diminution in the quantity or quality of the services provided, under this title by such agency has not resulted and will not result from such Contract or such relationship; (D) demonstrate that the quantity or quality of the services to be provided under this title by such agency will be enhanced as a result of such Contract or such relationship; and (E) on the request of the Commissioner or the State for the purpose of monitoring compliance with this Act (including conduct an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older individuals. (306 {a}{14} {A} through {E})

5. Assure that funds received under this title will not be used to pay any part of a cost (including an administrative cost) incurred by the applicant to carry out a Contract or commercial relationship that is not carried out to implement this title. (306 {a}{15})
6. Assure that preference in receiving services under this title will not be given by the applicant to particular older individuals as a result of a Contract or commercial relationship that is not carried out to implement this title. (306 {a}{16})
7. Assure that (A) the applicant will pursue activities to increase access by older individuals who are Native Americans to all its programs under this title.
8. Assure that persons age 60 or over who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated shall be given priority in the delivery of services under this part. (§1321.69 {a})
9. Such fiscal control and fund accounting procedures will be adopted as may be necessary to assure proper disbursement of, and accounting for, Federal funds paid under this title to the applicant. (307 {a}{7}{A})
10. (i) No individual (appointed or otherwise) involved in the designation of the head of any subdivision of an area agency on aging, is subject to a conflict of interest prohibited under this Act; (ii) no officer, employee, or other representative of an area agency on aging is subject to a conflict of interest prohibits under this Act; and (iii) mechanisms are in place to identify and remove conflicts of interest prohibited under this Act. (307 {a}{7}{B})
11. (i) (It will) maintain the integrity and public purpose of services provided in all Contractual and commercial relationships; (ii) Demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under this Act by such applicant has not resulted and will not result from such Contract or such relationship; (iii) Demonstrate that the quantity or quality of the services to be provided will be enhanced as a result of such Contract or such relationship. (307 {a}{7}{C})
12. Furnish assurances to the area agency that the applicant will maintain efforts to solicit voluntary support and that the funds made available under this title to the applicant will not be used to supplant funds from non-Federal sources. (307 {a}{13}{H})
13. It shall establish procedures that will allow the option to offer a meal, on the same basis as meals are provided to elderly participants, to individuals providing volunteer services during the meal hours, and to individuals with disabilities who reside at home with and/or accompany to meal sites older individuals who are eligible for meals. (307 {a}{13}{I})
14. In the case of purchase or construction, that there are no existing facilities in the community suitable for leasing as a multipurpose senior center, [and that the] plans and specifications for the facility are in accordance with regulations relating to minimum standards of construction promulgated with particular emphasis on securing compliance with the requirements of the Act of August 12, 1968, commonly known as the Architectural Barriers Act of 1968. (307 {a}{14}{B}{C})

15. Any laborer or mechanic employed by any applicant in the performance of work on the [multipurpose senior center] facility will be paid wages at rates not less than those prevailing for similar work in the locality as determined by the Secretary of Labor in accordance with the Act of March 3, 1931 (40 USC 276a-276a-5, commonly know as the Davis-Bacon Act), and the Secretary of Labor shall have, with respect to the labor standards specified in this clause, the authority and functions set forth in reorganization plan number 14 of 1950 (15 FR 3176; 64 Stat. 1267), and Section 2 of the Act of June 13, 1934 (40 U.S.C. 276c). (307 {a}{14}{D})
16. If a substantial number of older individuals in the applicants service area are of limited English-speaking ability, the applicant shall (A) utilize in the delivery of outreach services under Sec. 306 (a) (2) (A) and 306 (a) (6) (P), the services of workers who are fluent in the language spoken by a predominate number of elderly individuals who are of limited English-speaking ability. (307 {a}{20})
17. All services provided under Title III meet all existing State and local licensing, health, and safety requirements for the provision of those services.
18. All staff hired by the program will be required to attend appropriate training sessions and workshops sponsored by the Department of Aging & Adult Services and the California Department of Aging.
19. All materials, videotapes, and publicity will acknowledge the San Bernardino County Department of Aging & Adult Services and indicate that the programs are made possible by Older Americans Act funds.

31. Please list exceptions to the List of Assurances and fully explain the exceptions.

Assurance #	Reason for Non-Compliance